

United States Bankruptcy Court <i>Southern</i> District of <i>Texas</i>		PROOF OF CLAIM
In re (Name of Debtor) <i>Specialty Retailers</i>		Case Number <i>00-35078-H2-11</i>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or entity to whom the debtor owes money or property) <i>Transamerica Accounts Holding Corp.</i>		<div style="text-align: right; font-size: x-small; transform: rotate(-15deg);">United States District Court Southern District of Texas FILED JUL 25 2000 <i>Michael N. Milby, Clerk</i> THIS SPACE IS FOR COURT USE ONLY</div> <div style="font-size: small;"><input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</div>
Name and Addresses Where Notices Should be Sent <i>Transamerica Accounts Holding Corp, a Delaware Corporation c/o Sears Commercial One 11227 Lakeview, Ave 66219</i>		
Telephone No. <i>913-890-6744</i>		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <i>2001596180</i>		Check here if this claim: <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. BASIS FOR CLAIM: <div style="display: flex; justify-content: space-between;"><div style="width: 45%; font-size: small;"><input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)</div><div style="width: 50%; font-size: small;"><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date) (date)</div></div>		
2. DATE DEBT WAS INCURRED: <i>4/7/00 - 5/19/00</i>		3. IF COURT JUDGMENT, DATE OBTAINED:
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM. <div style="display: flex; justify-content: space-between;"><div style="width: 45%; font-size: small;"><input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges included in secured claim above, if any \$ _____ <input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.</div><div style="width: 50%; font-size: small;"><input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. §§ 507(a)(2), (a)(5)—(Describe briefly)</div></div>		
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ <i>2360.94</i> (Unsecured) \$ _____ (Secured) \$ _____ (Priority) \$ <i>2360.94</i> (Total)		
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <i>7-19-00</i>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <i>Yolanda Wilson</i> <i>Yolanda Wilson - Paralegal</i>	



**TRANSAMERICA
DISTRIBUTION FINANCE**

Transamerica Commercial
Finance Corporation
5595 Trillium Boulevard
Hoffman Estates, IL 60192

July 20, 2000

Clerk of the Bankruptcy Court
U.S. Bankruptcy Court, Southern District of Texas
P.O. Box 61288
Houston, TX 77208

In Re: Stage Stores, Inc.
Chapter 11 Case Nos. 00-35078-H2-11
00-35079-H2-11
00-35080-H2-11

Dear Sir/Madam:

Enclosed please find one (1) original and one (1) copy of a Proof of Claim for filing in the above referenced Bankruptcy. Please return a stamped, filed copy of the Proof of Claim to the attention of the undersigned in the enclosed self-addressed, stamped envelope.

Also enclosed are the supporting documents for the claim, which include a print out of the payment history screen and a sample letter that was sent to the debtor advising the account was assigned to Transamerica Accounts Holding Corporation.

Additionally, I have enclosed a Request for Notice pursuant to Bankruptcy Rules 2002(g) and 2002(i), for Filing in the Bankruptcy.

If you have any questions, please do not hesitate to contact me at (847) 747-7594.

Thank you for your assistance with this matter.

Very truly yours,

Yolanda Wilson
Paralegal

cc: File

YW/42650

Collect Receivables - Inquire 1 - Credit Management

File Edit View Gg Favorites Use Inquire 1 Inquire 2 Help

Profile Items Conversations Run At 33000

SetID: SEARS Customer: 2001596180 SPECIALTY RETAILERS

Unit: Unit: Lvl: N CUR ALL

Items: Open Date: D < Sort All: Item Print Invoice

Ref: Ref: Amt: E > Sort Scroll: Item Cancel Print

Item	Acctg	Terms	PO	Sub1	Clet	Entry
0037646	05/10/2000	PRX1	31170	1377		108.24 USD
0200583	04/12/2000	PRX1	31152	1257		88.47 USD
0200955	04/28/2000	PRX1	2001596180	1257		108.24 USD
0225890	04/07/2000	PRX1	31424	1367		432.99 USD
0461049	04/12/2000	PRX1	31152	1257		622.04 USD
0483766	05/19/2000	PRX1	31180	1017		572.62 USD
0576353	04/07/2000	PRX1	31423	1830		241.37 USD
9029333	04/20/2000	PRX1		3612		188.97 USD

Selected Amount: 0.00 Returned Count: 1 to 8 of 8

Returned Amount: 2,360.54 of 2,360.54

Start Microsoft Inbox WorkFlo Image D Docume Maintan Collec Microsoft 12:23 PM



Sample A. Sample
1234 Main Street
Any Town, USA 12345

We are pleased to let you know that beginning on June 19, 1999, your current commercial credit account with Sears will be changed to a new credit account called Sears Commercial One. There is nothing you need to do. This change will happen automatically. Let me assure you, it will not affect how you do business with Sears. In fact, more than likely, it will make it more convenient for you and your company.

Your Sears commercial credit account will be replaced and improved soon.

When your current commercial credit account becomes a Sears Commercial One account, it will be serviced by Transamerica Accounts Holding Corporation, a member of the Transamerica Distribution Finance Corporation. Your new Sears Commercial One account will be governed by the terms and conditions set forth in the enclosed Sears Commercial One Account Terms and Conditions with Transamerica. *Use of your new account will constitute your acceptance of the enclosed terms and conditions.* You will continue, however, to do business with Sears as you always have: via phone, fax, through your Sears Account Manager or at any of our retail locations.

At the close of business on June 18, 1999 (unless otherwise notified) your existing commercial credit account(s) with Sears will no longer be valid for new transactions. Balances on your existing account are to be paid in accordance with the terms of your current Sears commercial credit account. Subsequent purchases will be processed pursuant to the terms of your new Sears Commercial One account.

Here's what you can expect in the next two months.

In the coming weeks, before this change to your account occurs, you will receive more information, including a Welcome Kit that will list your company's new account numbers and tell you about all the benefits of the new Sears Commercial One account. Again, please be assured that nothing will happen to your account until you receive more information. In the meantime, if you have any questions, feel free to contact your Sears Account Manager.

Sincerely,

Bill Maines
Vice President, Commercial Sales

Your current account number:
00000000000000

of the date of receipt at the Payment Address if received by 9 a.m. Eastern Time Monday through Friday (otherwise, next business day). However, if payments are not made at the Payment Address, are not denominated in U.S. dollars, or are not accompanied by remittance instructions, application of payments to your Account may be delayed. To the extent permitted by applicable law, if we accept any late payment or partial payment, whether or not marked as payment in full, that acceptance will not affect the due date of any other payment due under this Agreement, nor will it act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid. It will also not modify any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" of the amount owed, (ii) is tendered with other conditions or limitations or (iii) is otherwise rendered as full satisfaction of a disputed amount, must be mailed or delivered to us at the address for billing inquiries shown on your Billing Statement or Invoice, not your Payment Address. You agree that we may send your Billing Statements or Invoices to you at your principal place of business/billing address as shown on our records from time to time.

8. ACCOUNT TERMS: You agree that any transaction on your Account will be governed and controlled solely by this Agreement. Except as may be provided from time to time in Sections 4 and 5 hereof, any other or conflicting terms set out in any Sales Memorandum, including but not limited to any references on your Sales Memorandum to your agreement to pay to (or according to the terms provided by) Merchant, any other authorized dealer or vendor of goods/services, or any other issuer (including MasterCard or Visa) will not apply, even though such Sales Memorandum may be submitted to or accepted by us in connection with a transaction.

9. AUTHORIZATION: You may be required to execute further documentation. Some transactions will require our prior authorization and you may be asked to provide identification which we deem sufficient. If our authorization system is not working properly, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen.

10. INVESTIGATION AND REPORTING: INACCURATE INFORMATION: Your credit and the personal credit of any personal guarantor will be used in making credit decisions. You authorize us to investigate your credit worthiness by obtaining credit reports and making other inquiries as we deem appropriate. Any individual who has signed an application for commercial credit with us on your behalf and any personal guarantor of your Account authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. You also agree that we may report your performance under this Agreement to credit bureaus and others who may lawfully receive such information. Any individual who has signed an application for commercial credit with us on your behalf and any personal guarantor of your Account agrees that in the event that your Account is not paid as agreed, we may report his/her liability for and the status of your Account to credit bureaus and others who may lawfully receive such information. If you, any individual who has signed an application for commercial credit with us on your behalf, or any personal guarantor of your Account believe that we have information about any of you that is inaccurate or that we have reported or may report credit reporting agency information about any of you that is inaccurate, please notify us of the specific information that any of you believe is inaccurate by writing to us at Credit Services, P.O. Box 958308, Hoffman Estates, IL 60195-8308.

11. LIMITING OR TERMINATING YOUR CREDIT: We may advise you of a "Credit Line" on your Account which we may raise, lower, or cancel at any time, and you promise not to allow the outstanding balance of your Account to exceed this Credit Line. We have the right at any time to limit or terminate the use of your Account, or to terminate this Agreement as it relates to future transactions, without giving you advance notice. You may terminate this Agreement at any time, upon 60 days prior advance written notice to us, with respect to future use of the Account. If you or we terminate this Agreement, you agree to pay the outstanding balance of the Account according to the applicable terms of this Agreement and that all of our rights will continue in full force until all of your obligations are fully satisfied. You may revoke the Account privileges of any individual authorized to use the Account by notifying us in writing.

12. CARD: You may request that a Card be issued to you if we make one available. We may elect to issue a Card to you but are not obligated to do so. You agree to send us or to destroy any Card issued to you upon our request. You also agree to notify us promptly if any Card we issue to you is lost or stolen. You may be liable for any unauthorized use of your Card until you notify us in writing at Credit Services, P.O. Box 958308, Hoffman Estates, IL 60195-8308, or by calling Credit Services at (800) 599-9712, of loss, theft, or unauthorized use. We may request your reasonable cooperation in connection with any loss, theft or

unauthorized use, including written confirmation from you of any such instance if your notification to us was made orally. Subject to the requirements of applicable law, we may cancel your Account if you fail to notify us immediately of any loss, theft or unauthorized use. You will not be liable for unauthorized use that occurs after you notify us orally or in writing at the address or phone number specified in this paragraph of the possible unauthorized use. Your liability for unauthorized use will not exceed \$50 (unless applicable law permits a higher limitation, in which case it shall be the higher limitation), except, however, in the event that we issue 10 or more Cards to you, your liability for any unauthorized use shall be without limitation.

13. TAX EXEMPT TRANSACTIONS: We will honor tax exempt transactions with proper documentation. Please make the Merchant aware of such transactions. If sales taxes appear on your Billing Statement or Invoice, take your Billing Statement or Invoice to the Merchant for an adjustment.

14. CHANGES TO THE AGREEMENT: We may add a new term or change any term of this Agreement at any time, including, for example, if applicable, adding late charges or other charges. We will give you notice of any change in accordance with applicable law. Unless prohibited by applicable law, any new or changed terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. No change to any term of this Agreement will affect your obligation or the obligation of any personal guarantor of your Account to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of this Agreement or any related guaranty.

15. CHANGE OF ADDRESS AND GOVERNING LAW: You agree that initially your principal place of business/billing address is the address to which we sent this Agreement or, if this Agreement was originally attached to an Application, the address specified in that Application. You agree to notify us promptly if you change this address. Until we receive notice of a new address, we may continue to send Billing Statements or Invoices and other correspondence to the address shown on our records. You agree that the terms of this Agreement and any disputes arising in connection herewith will be governed and construed under the laws of the State of Illinois (excluding its choice of law rules), which is the location of Credit's principal place of business.

16. SEVERABILITY: If any provision of this Agreement is invalid or unenforceable under applicable law, that provision will be considered totally ineffective to that extent but the remaining provisions of this Agreement will not be affected.

17. DEFAULT; COLLECTION COSTS; ACCELERATION: You will be in default under this Agreement if any of the following events occur: (i) we do not receive any payment due under this Agreement, or any related guaranty, when the payment is due, (ii) you violate any other obligations, representations or warranties under this Agreement or make any false disclosures in any application or guaranty executed in connection with this Agreement, (iii) you change your form of business organization or there is a change in control of your business, including without limitation a change in voting ownership of 15% or more, (iv) you are insolvent, declare bankruptcy or similar proceedings are commenced by or against you, or (v) you die, dissolve or cease to do business, or (vi) any information you provide is incorrect, incomplete or misleading. If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein. In addition to the full amount owed and any allowable court costs, if your Account is referred to an attorney who is not our salaried employee to collect the amount you owe, you agree to pay our reasonable attorneys' fees and other costs of collection to the fullest extent permitted by applicable law.

18. EXTENSIONS AND RELEASES: We may agree to extend the due date of any payment due under this Agreement for any length of time or release any other person or entity liable under this Agreement without notifying you of this extension or release and without releasing you from any of your obligations under this Agreement or any related guaranty.

19. DELAY IN ENFORCEMENT: You agree that we can delay enforcing any of our rights under this Agreement, any related guaranty, or applicable law, one or more times, without losing any of our rights in the future. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

20. CERTAIN WAIVERS: You waive your right to "presentment" and "notice of dishonor." "Presentment" means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive your right to demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

21. TELEPHONE MONITORING: We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees.

Sears Commercial One Credit Account Agreement
(for customers of Sears)

TERMS AND CONDITIONS

22. MARKETING INFORMATION: You give us permission to furnish information about you (usually only your name, address, and other identifying data) to other persons who may use this information to solicit you for products or services. You can request that we discontinue furnishing this information by calling us at (800) 595-9712 or writing to us at Credit Services, P.O. Box 958308, Hoffman Estates, IL 60195-8308.

23. SHARING INFORMATION WITH AFFILIATES AND OTHERS: As permitted by applicable law, we may share with third parties (including merchant) information about our experiences or transactions with you. We also may share additional information with companies related to us by common ownership or affiliated with us by corporate control. You may direct us not to share any information other than information about our experiences or transactions with you, however, by writing to us at Credit Services, P.O. Box 958308, Hoffman Estates, IL 60195-8308.

24. ENTIRE TERMS AND CONDITIONS: This is the entire Agreement, including any Application or acceptance certificate you sign which is hereby incorporated by reference, between you and us and no oral changes can be made. A copy or reproduction of the Agreement sent to you by us constitutes an original of this Agreement for evidentiary purposes.

25. ASSIGNMENT: You may not assign any of your rights or obligations under this Agreement without our prior written permission. We are not required to give you our written permission. Without your consent or prior notice to you, we may assign, in whole or in part, any or all of our rights and interests in and under this Agreement and any related guaranties.

26. SPECIAL PAYMENT PLANS: From time to time we may offer you special promotional terms ("Special Payment Plans") that, subject to specified conditions, reduce any applicable charges or fees under this Agreement or otherwise modify the terms of this Agreement with respect to certain qualifying purchases. If you use your Account in accordance with the terms of a Special Payment Plan, you agree (i) to the terms of the Special Payment Plan and (ii) that no formal amendment of this Agreement will be necessary. The standard provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided under the Special Payment Plan offering, and will continue to apply to any and all transactions that are not subject to a Special Payment Plan.

27. FINANCIAL INFORMATION: You, upon request, will provide us with any additional financial information.

28. JURY WAIVER: TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREFTER BROUGHT AND RELATED IN ANY WAY TO THESE TERMS AND CONDITIONS AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY.

29. LIMITATION OF REMEDIES: To the extent permitted by applicable law, (i) each Billing Statement or Invoice will be presumed correct unless you provide written notice to us at the address for billing inquiries shown on your Billing Statement or Invoice specifying any errors within 30 days of the closing date shown on the Billing Statement or the Invoice date, as applicable; (ii) unless we agree, you will continue making payments in full compliance with Billing Statements or Invoices, as applicable; (iii) any claims or defenses relating to goods and/or services purchased using your Account, including, but not limited to, claims or defenses regarding breach of warranty, failure to deliver or otherwise, may not be asserted against Creditor unless otherwise agreed; and (iv) you hereby waive all of your existing and future rights of set-off, offset, counterclaim and recoupment. In any dispute, except as set forth in Section 18 above, you and we are limited to actual and direct damages, and you and we waive all other damages including any consequential, punitive, and exemplary damages.

IMPORTANT NOTICES

NOTICE TO THE CUSTOMER: (1) DO NOT SIGN THIS AGREEMENT OR USE YOUR ACCOUNT TO APPROVE THIS AGREEMENT BEFORE YOU READ THIS AGREEMENT OR IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (3) ANY PERSON USING THE ACCOUNT REPRESENTS THAT (i) THE CUSTOMER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, A QUALIFIED RELIGIOUS, EDUCATIONAL OR OTHER NON-PROFIT ENTITY, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; (ii) ALL TRANSACTIONS UNDER THIS AGREEMENT WILL BE MADE FOR OTHER THAN PERSONAL, FAMILY OR HOUSEHOLD USE; AND (iii) THE CUSTOMER HAS DULY AUTHORIZED THE ACCEPTANCE OF THIS AGREEMENT.

1. GENERAL: In this Agreement, the words "you," "your" and "Customer" refer, as appropriate, to the person or entity for which an Account is established under this Agreement, any personal guarantor of this Agreement and any authorized user of the Account, including any person who signs an Application for an Account and/or the person or entity on whose behalf such Application is signed. "Account" means any Commercial Transaction Statement Account or Commercial Invoice Account, as applicable, established in accordance with this Agreement. "We," "us," "our" and "Creditor" refer to Transamerica Accounts Holding Corporation, P.O. Box 165103, Irving, TX 75016 and any assignee to which this Agreement is assigned. "Card" means the plastic charge card that we may issue to you under this Agreement. "Merchant" means Sears, Roebuck & Co. and Sears authorized affiliates. Your use of your Account constitutes your acceptance of this Agreement. Your signature on any sales memorandum, purchase order, sales slip, sales invoice or other or different form ("Sales Memorandum"), any application, personal guaranty, account verification form, acceptance certificate or any other document in connection with this Account constitutes your signature on this Agreement, as amended from time to time.

2. ACCOUNT FOR COMMERCIAL PURPOSES ONLY: A commercial account will be opened in the name of the business identified in the cover letter hereto or, if this Agreement was originally attached to an Application, the Customer specified in that Application. This Account is established solely for business, commercial or organizational purposes on behalf of your business. You warrant, represent and agree that you will not use this Account (or allow this Account to be used) for personal, family or household (collectively, "consumer") purposes. You understand and agree that this Agreement is not intended to be subject to state and federal laws governing consumer transactions. You also understand and agree that we will be unable to determine whether any given transaction conforms to this Section 2. You agree that a breach by you of the provisions of this Section 2 will not affect our right to (i) enforce your promise to pay all amounts owed under this Agreement regardless of the purpose for which any particular transaction is in fact made or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer account. You warrant and represent to us that you are (i) a valid business entity in good standing under the laws of the jurisdiction of your organization; (ii) a qualified religious, educational, or other non-profit entity; or (iii) a government agency or instrumentality; and that you have duly authorized acceptance of this Agreement, including by use of the Account.

3. PROMISE TO PAY: You promise to pay all amounts owed under this Agreement, including any late charges and other charges that may be applicable from time to time. You understand and agree that we will be unable to determine whether any particular transaction on your Account was in fact authorized by you and/or made for your benefit, and you specifically agree that you will pay for all transactions made on your Account, whether or not such transactions were in fact duly authorized by you or made for your benefit. Your obligations under this Agreement are absolute and unconditional.

4. COMMERCIAL TRANSACTION STATEMENT ACCOUNTS: If your Account is approved by us as a Commercial Transaction Statement Account, you may purchase goods and/or services from Merchant as described in Sales Memoranda. You agree to pay us the amounts shown on such Sales Memoranda. We will send you periodic billing statements ("Billing Statement") reflecting such Sales Memoranda.

5. COMMERCIAL INVOICE ACCOUNTS: If your Account is approved by us as a Commercial Invoice Account, you may purchase goods and/or services from Merchant as described in Sales Memoranda. You agree to pay us the amounts shown on such Sales Memoranda. We will send you an invoice ("Invoice") for each transaction.

6. LOAN CHARGES: No late charges or other charges will be applied to your Account unless and until we notify you, in accordance with applicable law, of the addition of any applicable late charges or other charges. If any transaction governed by this Agreement is subject to a law that sets maximum charges, and that law is finally interpreted so that the late charges or other charges collected or to be collected in connection with this Agreement exceed the permitted limits, then (i) any such charge will be reduced by the amount necessary to reduce the charge to the permitted limit and (ii) any sums already collected from you that exceed the permitted limits will be refunded. We may elect to make such a refund by crediting your Account or by making a direct payment to you.

7. PAYMENTS; DISPUTED AMOUNTS: Payments, in good funds, are due at the address ("Payment Address") and by the payment due date ("Payment Due Date") shown on your Billing Statement or Invoice. Payments are generally credited as

In Re:

[illegible]

Certificate of Mailing

I, Yolanda Wilson, hereby certify that a true and correct copy of the above and foregoing Request for Notice was mailed by overnight mail, this 19th day of July 2000, with postage prepaid, to:

United States Bankruptcy Court
Southern District of Texas
P.O. Box 61288
Houston, TX 77208

United States Bankruptcy Court <i>Southern</i> District of <i>Texas</i>		PROOF OF CLAIM
In re (Name of Debtor) <i>Specialty Retailers</i>	Case Number <i>00-35078-H2-11</i>	
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Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> Transamerica Accounts Holding Corp.	<div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</div>	
Name and Addresses Where Notices Should be Sent Transamerica Accounts Holding Corp., a Delaware Corporation c/o Sears Commercial One 11227 Lakeview, Ave 66219	<div style="text-align: right; padding-right: 10px;"><i>United States District Court Southern District of Texas FILED JUL 25 2000 Michael N. Milby, Clerk</i></div> <div style="text-align: right; padding-right: 10px;">THIS SPACE IS FOR COURT USE ONLY</div>	
Telephone No. <i>913-890-6744</i>		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <i>2001596180</i>	Check here if this claim: <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends	
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2. DATE DEBT WAS INCURRED: <i>4/7/00 - 5/19/00</i>	3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.		
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges included in secured claim above, if any \$ _____ <input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. §§ 507(a)(2), (a)(5)—(Describe briefly)	
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ <i>2360.94</i> (Unsecured) \$ _____ (Secured) \$ _____ (Priority) \$ <i>2360.94</i> (Total)		
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date: <i>7-19-00</i>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <i>Yolanda Wilson</i> <i>Yolanda Wilson - Paralegal</i>	